

PREPARED BY:

WALLS WATER ASSOCIATION, INC.
6200 GOODMAN ROAD
WALLS, MS 38680
662-781-3722

STATE OF MISSISSIPPI
COUNTY OF DESOTO

RETURN TO:
TAYLOR LAW FIRM
P.O. BOX 188
961 STATELINE RD. W.
SOUTHAVEN, MS 38671
(601) 342-1300

BK 0390 PG 0332

STATE MS.-DESOTO CO.
FILED

APR 11 4 13 PM '01

BK 390 332
W.F. CLK.

WATERLINE EASEMENT

FOR IN CONSIDERATION of the herein named Elbert Harris, Et ux, making a gift to Walls Water Association, Inc., and other valuable consideration, the receipt of all which is hereby acknowledged, We, Elbert Harris, Et ux, Grantors, do hereby convey and warrant unto Walls Water Association, Inc., Grantee, a 10.00 foot wide perpetual easement with the right to install, lay and thereafter use, operate, repair, maintain, replace and remove water mains, lines, connections and necessary appurtenances thereto, together with the right of ingress and egress over the Grantor's adjacent lands for the purpose of which the above mentioned rights are granted, on, over, and across the following described property in DeSoto County, Mississippi:

A part of the Southeast Quarter (SE 1/4) of Section 2, Township 2 South, Range 9 West, in DeSoto County, Mississippi, being parallel and adjacent to the West line of Poplar Corner Road, extending from the Grantor's North property line to the Grantor's South property line, said strip of land contains 0.03 acres, more or less.

Grantors herein acknowledge that they have been fully advised and understand that they are entitled to receive just compensation based upon an appraisal of this property for this conveyance and for damages, if any, but Grantors desire no compensation to donate the above described water line easement to Walls Water Association, Inc., and Grantors specifically waive any and all claims for damages or any claims for damages or any claims whatsoever. Grantors specifically understand that they have the right to request that a fair market value appraisal of the property be made, and they hereby waive that right.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason for the installation referred to herein and Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damage will result from its use to Grantor's premises. This agreement together with other provisions of the grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantors do covenant that they are the owner's of the above mentioned land.

WITNESS OUR SIGNATURES ON THIS THE 10th DAY OF MARCH
2001.

Elbert T. Harris
Abelaide Harris

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority at law, in and for the State and County aforesaid, the within named Elbert Harris & Abelaide Harris, who acknowledged that they signed and delivered the above and foregoing Easement on the day and year therein mentioned, as his free act and deed and for the purpose therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 10th day of
March, 2001.

(SEAL)

Dwight C. Groves
NOTARY PUBLIC

My commission expires:

My Commission Expires April 21, 2002